

**AGREEMENT BY AND BETWEEN**

**THE TOWN OF MONTAGUE, MASSACHUSETTS**

**AND**

**NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

**JULY 1, 2022 - JUNE 30, 2025**

Revision Date 11/21/2022

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# ***TOWN AND UNION RELATIONSHIP***

## **ARTICLE 1** **AGREEMENT**

This Agreement is made and entered into in Montague, Massachusetts by and between the Town of Montague in the County of Franklin, Massachusetts (hereinafter called the "Town") and the National Association of Government Employees (hereinafter called "NAGE" or "Union").

## **ARTICLE 2** **PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement:

- A. To promote and further orderly and harmonious collective bargaining relations between the Town, the employees in the bargaining unit, and the Union;
- B. To assure maximum performance by the Town employees in the bargaining unit of their work in a conscientious, productive and skillful manner which will serve the efficiency and economy of operation of their service to the Town;
- C. To specify rates of pay, hours of work and other terms and conditions of employment for Town employees in the bargaining unit;
- D. To establish prompt and amicable means for the adjustment of grievances relating to wages, hours or other terms and conditions of employment for Town employees in the bargaining unit.

## **ARTICLE 3** **SCOPE OF AGREEMENT**

- A. It is agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, the Employees and the Town pertaining to wages, hours, past practices and conditions of employment have been fully considered and negotiated, that each party was afforded a full opportunity to present and discuss proposals pertaining to wages, hours, past practices, and conditions of employment, and that the understanding

and agreements concluded during said negotiations are fully set forth in this Agreement. The Town shall not be bound by any requirement that is not clearly, explicitly, and specifically stated in this Agreement. Specifically, but not exclusively, the Town is not bound by any past practices of the Town or understandings with any labor organizations, unless such past practices or understandings are specifically stated in this Agreement.

- B. The Union, the employees and the Town agree that during the term of this Agreement, all matters and issues pertaining to wages, hours, past practices and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Employer nor the Union shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to wages, hours, past practices or conditions of employment whether or not specifically included in this Agreement.
- C. No addition to, alteration, modification or waiver of any provision of this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Town and by the Union.
- D. The failure by the Town or by the Union to observe or enforce any provision of this Agreement shall not be construed as a waiver of said provision nor shall any past practice be binding on the Town or the Union on or after the date of this Agreement.

#### **ARTICLE 4** **RECOGNITION**

- A. The Town recognizes the Union as the exclusive representative of all full-time and regular part-time supervisory and non-supervisory employees employed by the Town, including dispatchers, and assigned to Units A and B (as referenced in Appendix B), excluding any and all managerial, confidential, casual and seasonal employees, as defined by M.G.L. Chapter 150E, and any and all employees covered by the collective bargaining agreements by and between the Town and the United Electrical, Radio and Machine Workers of America (UE) and its Affiliate Local 274 of the United Electrical, Radio and Machine Workers of America and the Town and the New England Police Benevolent Association (NEPBA), pursuant to the Certification in Case No. MCR-04-5108 issued by the Massachusetts Labor Relations Commission on September 15, 2005.

- B. The Union recognizes that the Town shall act and administer this Agreement through its supervisors, including elected office-holders as appropriate, but subject to final approval by the Selectboard.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

The Town, the Union and the Employees agree that the rights and responsibilities to operate and manage the business and the affairs of the Town are vested exclusively in the Town. These rights and responsibilities include, by way of illustration and without being limited to the right to determine, control and change work operations and practices, product and shift schedules, work and shift assignments, hours of work and distribution of overtime, the work year and work week and the work day, the size and the organization of the work force, job classifications, content and standards, frequency and standards of production and employee performance, inspection and evaluation; the right to control, determine and change the manner and the extent to which the Town's equipment, facilities and properties shall be operated, laid out, increased, discontinued temporarily or permanently, in whole or in part, by sale or otherwise, decreased or located and to introduce, operate or change new or improved methods, facilities, techniques and processes; the right to select, test, train and to determine the ability and the qualifications of employees, the right to obtain from any source and to contract and subcontract for materials, services, supplies and equipment whether or not involving work which might be done by employees covered by this Agreement; the right to establish, distribute, modify and enforce rules of employee conduct and safety, attendance policy and standards, and manuals of operating procedures and safety regulations and to control, direct and change facilities and services on Town premises for the use or benefit of the employees; the right to maintain discipline and order and to maintain or improve efficiency with the Town operations; the right to establish, change or discontinue any employee benefits not mentioned in this Agreement or which are in excess of and/or in addition to those provided in this Agreement; the right to continue, change, discontinue or establish a program of discretionary merit wage or fringe benefit improvements; the right to employ, lay off, discharge, assign, retire, discipline, transfer, suspend and promote its employees; the right to determine, control and change the quality and the nature of its products, materials and services and the quantity of production; the right to investigate suspected wrong-doing and to discipline or discharge any individual or group of employees reasonably believed by the Town to have been involved in the wrong-doing or to have knowledge thereof not made known to the Town; and all other rights pertaining to the operation and management of the business and the affairs of the Town that are not specifically given in this Agreement to the Union or the employees. The

failure by the Town to exercise any of the rights as provided in this Section shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or be construed to limit or restrict the inherent and the legal right of the residents and the management of the Town to control, direct, manage and make changes in the operations and the affairs of the Town. The rights reserved to the Town in this Article are subject to the limitations expressly provided elsewhere in this Agreement; except when it can be reasonably shown that conduct or action by the Town is in violation of a specific provision of this Agreement, the right to operate and manage the business and the affairs of the Town to direct the working forces, and to unilaterally exercise the rights and authority as provided and illustrated in this Paragraph shall not be subject to the grievance procedure nor to arbitration as provided in Article 10, nor to advance collective bargaining; provided, however, that the Town acknowledges the reserved right of the Union to require discussion and negotiations as to the effects on the employees of the exercise of such rights or authority.

## **ARTICLE 6**

### **DUES CHECKOFF**

- A. The Town agrees to deduct current dues weekly for any employee covered by this Agreement who so individually authorizes the Town in writing on the form below, and promptly remit the same to the Financial Secretary and/or Treasurer of the Union.

APPLICATION FOR MEMBERSHIP  
National Association of Government Employees  
One Avenue A  
Turners Falls, Massachusetts 01376  
AUTHORIZATION FOR PAYROLL DEDUCTION

To: Town of Montague  
From: \_\_\_\_\_  
Date: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings each week, the amount of Union membership dues. This amount shall be paid to the Union on my behalf. These deductions may be terminated by me by giving a sixty (60) days written notice in advance to both the Town and the Union, or upon termination of my employment.

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(Employee Signature)

- B. The Union agrees to and does hereby indemnify, defend and hold the Town harmless from and against any and all claims, demands, liabilities, obligations, suits or other form of legal action or litigation arising from or related to any good faith compliance or action within this Article taken by the Town in reliance upon any information, list, notice, statement, or authorization for the checkoff of Union dues or any other monies delivered to the Union by the Town.

## **ARTICLE 7**

### **STRIKES AND LOCKOUTS**

- A. The Union and the employees shall not, during the term of this Agreement, for any reason, including without being limited to, an alleged or an actual unfair labor practice within the meaning of the Massachusetts General Laws Chapter 150E, directly or indirectly assist, authorize, cause, condone, encourage, finance, permit, support, threaten or participate in any strike, including but not limited to a concerted action, sympathy strike, walkout, sitdown, stay-in, slowdown, boycott, picketing, work stoppage, refusal to work, sanctions, withholding of services or any interference in any form or manner with the operations or any of the functions of the Town.
- B. No grievance or other dispute need be taken up for discussion and settlement by the Town until any such violations of this Article have been terminated.
- C. Any employee or employees, including the stewards or officers of the Union, who engage or participate in any of the prohibited conduct described in Paragraph A shall be subject to disciplinary action, including reprimand, suspension or discharge and such action, if taken by the Town, shall not be subject to the grievance and arbitration provisions of Article 10, except as to the question of whether the employee or employees who were disciplined or discharged did in fact participate in or encourage or were responsible for the violation of the provisions of Paragraph A. In addition to any other liability, remedy or right provided in this Agreement or by applicable law or statute, in the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph A, the Union and its stewards shall promptly:

- (1) Publicly disavow such action by the employee or employees;
  - (2) Notify the employee or employees individually in writing of the disapproval of such action by the Union and instruct such employee or employees to cease such action, to return to work immediately, and to comply promptly with the provisions of this Article; and
  - (3) Post a notice on the bulletin board stating that the Union disapproves such action by the employee or employees and instructing the employee or employees to cease such action, to return to work immediately, and to comply with the provisions of this Article.
- D. The Town shall not, except in the event of the breach of the provisions of Paragraph A, during the term of this Agreement, initiate a lockout. For the purposes of this Paragraph, the cessation or reduction of any of the operations of the Town for economic reasons or the temporary or permanent discontinuance of all or any part of the operations or of the business of the Town shall not be deemed to be a lockout.
- E. The Union shall support and assist the Town in maintaining continuity of the normal and usual services of the Town.
- F. Any claim or suit for damages by the Town resulting from a work stoppage, or any violation of this Article by the Union or any employee shall not be subject to the grievance and arbitration provisions of Article 10.



**ARTICLE 8**  
**BULLETIN BOARDS**

- A. The Town shall provide bulletin board facilities for the use of the Union for posting of official Union notices. Such notices are restricted to the administration of internal Union affairs and business, elections, appointments and meetings. Such notices shall not be of an inflammatory, controversial or political nature, and shall not contravene any provision of this Agreement.
- B. Official Union notices shall be submitted to the Town Administrator or his or her designee, for review prior to posting. Approval of such notices shall not be unreasonably denied.

***PROTECTION OF EMPLOYEES***

**ARTICLE 9**  
**NO DISCRIMINATION**

- A. The Town and the Union agree that no employee shall be discriminated against on account of membership in the Union or by reason of any lawful activity and/or support of the Union.
- B. The Town and the Union agree that neither the Town nor the Union shall discriminate in any way against any employee on the basis of race, color, religion, creed, national origin, ancestry, sex, handicap, veteran's status, political belief or affiliation, as defined and protected under state or federal law.

**ARTICLE 10**  
**ADJUSTMENT OF GRIEVANCES**

- A. The Town, the Union and the employees agree that the exclusive method for adjusting, processing and settling a grievance as defined in Paragraph B of this Article is the procedure set forth in this Article, except as otherwise provided in Paragraph B.
- B. A grievance is defined as any dispute or difference between the Town and the Union or an employee as to the meaning, application, or interpretation of an expressed provision of this Agreement, except as excluded from this Article for the reason of its arising out of Article 14.

C. A grievance shall be processed in the following manner:

STEP 1: The employee shall present the grievance in writing to his or her supervisor within ten (10) working days after the event forming the basis for the grievance occurred or after the time that the employee first knew, or should have known, of its occurrence. The supervisor shall meet with the employee, discuss the matter and respond to the grievance in writing within ten (10) working days after the employee presents the grievance to the supervisor. If the grievance is in relation to the department supervisor, it may be presented directly to the Town Administrator.

STEP 2: If the grievance is not resolved at Step 1, the employee shall present the grievance in writing to the Town Administrator or his or her designee within five (5) working days after the employee receives the Step 1 response. The Town Administrator or his or her designee shall discuss the matter with the employee within five (5) working days after the presentation of the grievance and shall respond to the employee and the Union in writing within ten (10) working days after the meeting.

STEP 3: If the grievance is not resolved at Step 2, the Union may submit the grievance in writing to the Selectboard within five (5) working days after the employee receives the Step 2 response. The Selectboard shall meet with the Union within twenty (20) working days after the presentation of the grievance and shall render a decision in writing within twenty (20) working days after the meeting.

STEP 4: If the grievance is not resolved at Step 3, the Union may submit a request for arbitration in writing to the American Arbitration Association within twenty (20) working days after the employee receives the Step 3 response. The request for arbitration shall specify the provision(s) of this Agreement that allegedly have been violated and shall state the relief or remedy sought.

The Town Administrator or his or her designee and the Union shall select an arbitrator pursuant to the provisions of the American Arbitration Association's voluntary Labor Arbitration Rules. By mutual agreement the parties may agree to submit any grievance

to arbitration through the Massachusetts Department of Labor Relations.”

- D. The authority of the arbitrator shall be limited to the ruling on the interpretation or the application of terms and provisions of this Agreement and to the question(s) submitted. The arbitrator shall not add to, subtract from, modify or in any way alter any or all of the terms or provisions of this Agreement. The arbitrator shall not require, as part of his award, the commission or omission of an act prohibited by law or the commission or omission of an act in violation of the terms and provisions of this Agreement. The decision of the arbitrator shall be binding upon the grievant, the Union and the Town.
- E. If the Town does not answer a grievance at any step within the time limits set forth in Paragraph C, the grievance shall be deemed denied. If any employee or the Union does not process a grievance at any step within the time limits set forth in Paragraph C, the grievance shall be deemed withdrawn.
- F. “Working day” as used in this Article excludes Saturdays, Sundays and those holidays listed in Article 20, but includes all other calendar days. For employees who are not scheduled to work on Fridays, “working day” also excludes Friday.
- G. All time limits set forth in this Article may be extended by the written mutual agreement of the parties.
- H. The expenses of the arbitration shall be equally shared by the Town and the Union, excepting that the expenses related to witnesses shall be paid by the party requesting or requiring the attendance of the witness.
- I. The parties need not arbitrate and will not be bound by any arbitration award involving a matter also subject to potential Civil Rights, OSHA, Civil Service, Retirement Board, or Massachusetts Labor Relations Commission litigation, or other administrative agency action unless the party is first satisfied that such other procedures and avenues of litigation have been effectively waived by the affected employees and by the other party on a form agreeable to the parties.

**ARTICLE 11**  
**SAFETY**

- A. The Town, the Union and employees agree to cooperate in order to provide the public and the employees of the Town with safe operations. Each party agrees to make reasonable efforts to take necessary steps to accomplish the objectives of the parties.
- B. No employee shall be required to perform any task that he or she reasonably believes would create an abnormally dangerous condition.
- C. The Town will reimburse employees in the positions of DPW Working Foreman, DPW Shop Foreman, CWF Foreman and CWF Lab Manager up to Seven-Hundred dollars (\$700.00) per year for the purchase of adequate clothing and approved safety shoes. Employees shall be responsible for the proper storage, use, care and maintenance of the items purchased. These items shall be used only be used for Town business.

If the Town secures and pays for a uniform rental program for CWF employees, the clothing allowance for the CWF Foreman and Lab Manager will be Three-Hundred Fifty Dollars (\$350) per year. The CWF Foreman and Lab Manager agree to cooperate with such rental program. Uniforms shall be appropriate for the position and will mitigate hazards associated with the environmental conditions in which employees work.

Additionally, the Town shall provide CWF employees who do not receive a safety clothing stipend with access to a suitable jump suit for the purpose of protecting their clothing from hazardous conditions.

The Town will reimburse the employees listed in Section 3 up to Two-Hundred Dollars (\$250.00) for the repair or replacement of glasses or lenses damaged in the course of work without negligence, provided however that such a replacement will be with safety glasses.

- D. The Town in its discretion may reimburse License Fees to operate machinery in the DPW.
- E. The parties agree that in the event that the payments for safety equipment set forth in Section C of Article 11, above, are increased for UE members in the

DPW and CWF Departments that the Town will agree to meet with NAGE to discuss those articles as they relate to NAGE employees in the DPW and CWF units.

**ARTICLE 12**  
**SENIORITY**

- A. An employee shall acquire seniority only after completing the probationary period. Bargaining unit seniority of an employee who has completed the probationary period shall mean the employee's length of continuous service with the Town since his or her first day of work, following his or her most recent date of hire, and unbroken by any of the reasons specified in Paragraph B of this Article.
- B. An employee shall lose his or her seniority and cease to be an employee of the Town for any of the following:
  - (1) Resignation, quitting or retirement;
  - (2) Discharge for just cause in accordance with Article 16; and;
  - (3) Layoff for a period more than six (6) months.
- C. An employee's seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) calendar days.
- D. To the extent provided in this Agreement, seniority may be exercised within and/or between the following units providing that an employee has the qualifications and the ability to perform the work required in the new position. "Ability" for the purpose of this Agreement, means that the employee is proficient with the technology the job requires, is familiar with and has successfully used the equipment, software, language and/or concepts the job requires, and has demonstrated the physical and mental skills and the necessary inter-personal, leadership, or self-starter expectations of the position.
  - (1) Parks and Recreation
  - (2) Libraries
  - (3) Town Hall
  - (4) CWF
  - (5) DPW
  - (6) Dispatch

**ARTICLE 13**  
**PROBATIONARY PERIOD**

The first twelve (12) months of an employee's employment shall constitute the probationary period, during which time no transfer, layoff, suspension, demotion, denial of benefit, discipline or discharge shall be construed as a violation of this Agreement or subject to the grievance and arbitration procedures set forth in Article 10. No employee is guaranteed employment for the duration of the probationary period. No employee shall have seniority rights during the probationary period.

**ARTICLE 14**  
**DISCIPLINE AND DISCHARGE**

- A. The Town shall not discipline or discharge an employee without just cause. The following shall be considered, but are not exclusive, grounds constituting just cause for discharge without prior warning:
- (1) Use of or being under the influence of drugs, narcotics or alcohol during work hours.
  - (2) Use or possession of alcohol, drugs, narcotics or firearms on Town premises or work sites during working time, or in Town vehicles or equipment.
  - (3) Deliberate or grossly negligent conduct, jeopardizing the safety of or causing substantial damage to the property, the employee, co-workers or others.
  - (4) Insubordination.
  - (5) Theft of property of Town or another employee.
  - (6) Failure to report for work without notice and a legitimate excuse.
  - (7) Falsifying information on an employment application, a time record, or any other official document or any other form of dishonesty.
  - (8) Use of or threat of violence.
  - (9) Unauthorized cessation of or departure from work during working hours.

- (10) Conduct which is unbecoming a public employee.
  - (11) Repeated, chronic or unreasonable tardiness or absenteeism.
  - (12) Absence for three (3) consecutive days without notice and legitimate excuse.
  - (13) Failure to report back to work within three (3) days after receiving notification in writing to return to work following layoff.
  - (14) Failure to return to work in accordance with the terms of any leave of absence.
  - (15) Engaging in other unauthorized employment while on an approved leave of absence.
- B. The Town agrees to give notice to the Union of any discharge as soon as possible. Any grievance arising out of this Article shall be filed directly with the Selectboard, who shall respond in writing within fourteen (14) days after receipt of the grievance. The Selectboard shall provide the Grievant and the Union with a hearing during such period if requested in writing, and the Selectboard's response shall in such event be made within fourteen (14) days after the close of such hearing. Thereafter, within the time limits and procedures set forth in Step Four (4) of Article 10, the Union shall have the right to submit the request for arbitration.
- C. The arbitrator shall be strictly limited to determining (1) whether, on all the evidence, a reasonable person would conclude that it was more probable than not that the employee(s) committed the act, engaged in the conduct, or failed to perform the duties, which act, conduct or failure was the reason or reasons assigned as the cause for the discipline, and (2) whether such act, conduct or failure reasonably constitutes cause for discipline.
- D. A grievance pertaining to the discipline or involuntary retirement of a departmental head or independent manager (Director of Assessing, Inspector of Buildings, Town Planner and Conservation Agent, Director of Parks and Recreation, Animal Control Officer and Council-on-Aging Director) shall be subject to the final resolution of the Selectboard unless, in the exercise of their sole discretion in each case, the Selectboard agrees to submit such grievance to

arbitration. In any such case it shall be understood that the usual definition of just cause shall be expanded to include concepts appropriate to the executive level of management.

A grievance pertaining to the discharge of a departmental head or independent Manager (Director of Assessing, Inspector of Buildings, Town Planner and Conservation Agent, Director of Parks and Recreation, Animal Control Officer and Council-on-Aging Director) may be submitted to arbitration following receipt of the resolution of the Selectboard. In any such case it shall be understood that the sole issue is whether the Selectboard had just cause for discharge. In any such case it shall be understood that the usual definition of just cause shall be expanded to include concepts appropriate to the executive level of management. If the arbitrator finds that the Selectboard did not have just cause for discharge, the sole remedy shall be a monetary award of up to six (6) months of severance pay at the employee's rate as of the date of discharge, excluding benefits.

- E. The provisions of Article 10, Sections C et seq., shall be applicable to procedures under this Article, except as otherwise provided herein.

## **ARTICLE 15**

### **LAYOFF AND RECALL**

- A. "When in the discretion of the Town it is necessary to lay off (an) employee(s) within a job classification and/or department of a unit, layoffs within a classification shall be done by seniority. The term "classification" shall mean an employee's job title or job classification, and not his/her "grade".
- B. This Article shall not restrict the Town's right to eliminate entire job classifications or particular positions within job classifications and/or departments within a unit, or to consolidate positions, job classifications and/or departments.
- C. In the event of a layoff, an employee may exercise the right to bump lateral or downward within his or her job classification and/or department within a unit, provided he or she, in the discretion of the employer, is immediately qualified with minimal orientation to perform the job and has greater seniority than the employee being affected by the exercise of the option. An employee who exercises his or her right to bump downward shall receive his or her present rate



of pay or the maximum of the lower job classification, whichever is lower, and be placed on the appropriate step of the wage schedule.

- D. Recall from layoff shall be in the order of layoff, provided the employee on layoff who is next on the recall list is qualified, in the discretion of the Town, for the position to which he or she is being recalled. An employee's seniority and recall rights shall terminate after six (6) months from the date of layoff.
- E. An employee recalled from layoff during the recall period to his/her former position will be treated as having been on an unpaid leave of absence for that period during which there is no accrual of benefits or seniority, and the time on layoff is not credited toward the twelve (12) month step requirement. Upon return to work, the employee will have restored all unused earned paid time off. Vacation and sick leave for the years in which he/she returns will be pro-rated; if his/her anniversary was during the layoff, the pro-rated amount will be credited on return, otherwise on the next anniversary date.

## **ARTICLE 16**

### **JOB VACANCIES**

- A. Whenever the Town determines to fill a vacancy within the bargaining unit, other than a temporary vacancy, the Town shall post the job for five (5) work days on the appropriate bulletin boards, during which time interested employees may submit written bids to the Town Administrator. In posting a job, the Town may establish a minimum term of up to one (1) year during which time the employee who fills the job may not, without a specific and written waiver, bid on another job posting. In deciding upon the appointment, the Town will consider bargaining unit, job classification and department seniority, and shall also consider the employee's attendance record, qualifications and experience. Prior disciplinary action may also be considered if relevant, in the discretion of the Town, to the requirements of the posted job.
- B. The Town, in its sole discretion, may select the employee to fill the position who it determines to be the most qualified. If the Town, in its sole discretion, determines that no employee in the bargaining unit is qualified to fill the job opening, it may solicit and select a non-bargaining unit employee to fill the job opening.
- C. In any new assignment, there shall be a probationary period of at least sixty (60) calendar days which the Town in its discretion may extend up to two (2) thirty

(30) day periods, during which either the employee or the Town may rescind the assignment, provided that the employee is returned to his or her former position.

- D. The Town's discretion regarding employee qualifications and the Town's selection of an employee to fill an open position shall be subject only to Steps 1 through 3 of the grievance procedure of Article 10, and shall not be subject to arbitration.

## **ARTICLE 17**

### **TEMPORARY ASSIGNMENTS**

- A. The Town reserves the right to assign an employee to temporarily perform the work of an employee on a paid or unpaid leave of absence.
- B. An employee who is assigned to perform and does perform the duties of a position classified in a lower level than that in which the employee performs his or her regular duties shall be compensated at his or her regular rate of pay as if performing his or her regular duties.
- C. An employee who is assigned to perform and does perform for four (4) consecutive weeks the duties of a position classified in a higher level than that in which the employee performs his or her regular duties and whose job description does not include such duties shall be compensated beginning the fifth consecutive week at the rate of pay which he or she would receive if promoted to the higher level or five percent (5%) more than that rate of pay he or she receives for performing his or her regular duties, whichever is greater. The increased rate of pay shall be effective beginning the fifth consecutive week and shall not be retroactive. If mutually agreed, the Town shall pay the higher rate earlier. An employee may petition the Selectboard for out-of-grade pay after three (3) consecutive weeks in a higher classification. The Selectboard shall have sole discretion to determine whether to grant out-of-grade pay, and the decision shall not be subject to the grievance procedure. If denied, the employee will remain eligible for out-of-grade pay after completion of four (4) consecutive weeks in higher classification.
- D. The increased rate shall be effective upon written assignment by the Selectboard, or no later than two (2) months after assumption of the responsibilities of the position due to an extended leave (other than vacation),

or after four (4) weeks if the position is otherwise vacant; it is further provided that upon request of the Union, the Selectboard will consider requests for earlier implementation of the increase.

- E. The Town's discretion regarding employee qualifications and the Town's decisions as to temporary assignments shall be subject only to Steps 1 through 3 of the grievance procedure of Article 10, and shall not be subject to arbitration.

## ***HOURS AND OVERTIME***

### **ARTICLE 18** **HOURS OF WORK**

A. Hours

1. The regular work week for regular full-time employees shall consist of four (4), five (5) or six (6) days. The regular work week is Sunday through Saturday as determined by the Town.
2. For regular full-time employees employed by the Town, the regular work week shall consist of thirty-five (35) hours for the Town Hall, Library, and the confidential secretary for the police department; thirty-seven and one-half (37½) hours for the Parks and Recreation Department; and forty (40) hours for the DPW and CWF Departments.
3. The regular work day schedule for employees of the Town shall be scheduled by the Town as determined by its operational needs. If the Town changes the work schedule, it will, if possible give that employee at least two (2) weeks' notice of such change.

In emergency conditions (e.g., flooding, storm damages, ice or snow emergencies), the provisions of Sections 1, 2 and 3 above shall not be applicable, provided that normal schedules shall be resumed as soon as possible and the overtime provisions of this Article shall remain in effect. If an employee works a regular shift then has fewer than six (6) consecutive hours rest before his normal shift starts again, the hours worked on this next shift will be paid at the overtime rate.

4. Each full-time employee shall be entitled to a one (1) hour unpaid meal period, as close to the middle of the day as possible, considering the needs

of the Town. The Town Hall staff shall be entitled to a half (1/2) hour unpaid meal period.

5. Each full-time employee shall be entitled to two (2) paid, on site rest periods of ten (10) minutes in each half of the regularly scheduled work day, with the scheduling and time of such rest periods to be determined by the supervisor.

B. Overtime

1. Overtime hours for non-exempt employees are all hours worked in a regular work week in excess of forty (40). An employee shall not work overtime unless such overtime is authorized by the supervisor prior to the overtime being worked. Employee time which is free from duty, such as meal periods, travel to and from work, paid and unpaid leaves of absence, including but not limited to sick days, personal days, vacations, holidays, military leave and jury duty, shall not be considered as hours worked for purposes of computing overtime compensation. Overtime will also be paid for all hours worked over eight (8) hours in one day, or after such longer shift as is established for a particular position (e.g., a ten (10) hour shift schedule).
2. An employee shall be compensated at the rate of one and one-half (1½) times his/her regular straight time hourly rate of pay for overtime hours worked.
3. In lieu of overtime pay, a non-exempt employee may request, in writing, compensatory time off at a rate of one and one-half (1½) hours for each overtime hour worked. Subject to budgetary considerations and any Town policy of the Selectboard on compensatory time, requests shall be answered within three work days; approval shall be within the discretion of the Town. Scheduling of the time off requires prior approval of the supervisor, which will be granted if such approval does not interfere with the operations of the Town. This Section shall not be applicable to dispatchers provided the budget supports the overtime payments.
4. The Town may grant up to one (1) day off at a time, in lieu of compensation, for time worked by a non-exempt employee in excess of his or her regular scheduled work week. Any Town policy on

compensatory time providing greater or more flexible compensatory time benefits will be available to exempt employees.

5. There shall be no pyramiding of overtime and hours paid for a premium rate for one purpose shall not be included in computing hours worked for any other overtime or premium paid.
6. Other than overtime needed to finish an almost completed task, the Town shall distribute overtime among the employees in a department or classification as equitably as possible. A reasonable amount of overtime work is a condition of employment.

C. Call-In Pay

If an employee is called in to work other than as scheduled and if the employee reports to work within twenty (20) minutes, there shall be a minimum guarantee of three (3) hours of work or pay. A second call-in within the three (3) hour period shall not constitute a new call-in guarantee. The Director of Assessing, Inspector of Buildings, Town Planner and Conservation Agent Director of Parks and Recreation, and Council-on-Aging Director shall not be eligible for call-in pay. Beeper pay will be provided to unit employees on standby, except the DPW Foreman who shall receive beeper pay in the amount agreed to in the UE contract on a weekly basis throughout the year.

- D. Nothing in this Article shall be interpreted as limiting the hours during which work may be performed. Nor shall anything in this Article constitute or imply a guaranteed work week. In the event, due to financial problems, the Town determines a need to reduce the work week or to pursue other alternatives, it may, in its discretion, reduce the work week or pursue such alternatives.

## ***PAY AND BENEFITS***

### **ARTICLE 19** **COMPENSATION AND WAGES**

- A. Attached hereto and incorporated herein as Appendix A are the salary and wage schedules.
- B. Wage/salary schedule and step increases, shall go into effect on July 1 or such other date as established by this Agreement. Newly hired and transferred/promoted employees must be working for the Town in their new grade/step for a period of 3 months prior to receiving a negotiated step increase for their new grade/position or else they are not entitled to any such increases until the effective date of step increases in the following fiscal year. The Town reserves the right to revoke any step increases for cause with at least at least five (5) days' notice of revocation given to the employee and the Union.
- C. When unit members are promoted/assigned to a new position that results in a move to another pay scale (grade) in the labor agreement, the unit member will be placed on the step on the new grade that allows for a \$0.95 per hour increase (or yearly equivalence if not an hourly position).
- D. Annual longevity increases will be provided in the following amounts for employees who have completed the indicated years of service, after accounting for periods of unpaid leave or step increase delays:
- |           |         |
|-----------|---------|
| 5 years:  | \$300   |
| 10 years: | \$500   |
| 15 years: | \$900   |
| 20 years: | \$1,000 |
| 25 years: | \$1,100 |
| 30 years: | \$1,200 |
- E. There shall be a shift differential for regularly scheduled second and third shifts of seventy-five cents (75¢) and one dollar (\$1.00) respectively.
- F. The Town shall assign a library employee to perform additional management responsibilities as assigned from time to time. This employee shall be entitled to an annual stipend of \$3,500 in exchange for performance of these duties.

**ARTICLE 20**  
**HOLIDAYS**

- A. The following twelve (12) days shall be considered paid holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas
Independence Day	Juneteenth

For employees working a five (5) day work week, the above listed holidays that fall on Saturday will be observed on the preceding Friday and the above listed holidays that fall on Sunday will be observed on the following Monday. For employees working a four (4) day work week (Monday through Thursday), the above listed holidays that fall on Friday and Saturday will be observed on the preceding Thursday and the above listed holidays that fall on Sunday will be observed on the following Monday, and if Christmas Eve falls on a Thursday or Friday, it will be taken on the preceding Wednesday.

The day before Christmas (Christmas Eve, December 24) shall be a paid holiday when it falls during the Monday through Thursday work week or when it falls on a scheduled work day of an employee on a different work week. In any other year, the day after Thanksgiving shall be the holiday instead of Christmas Eve.

- B. In the event that an employee actually works on a holiday, he or she shall be paid at a rate of one and one-half (1½) his or her regular rate of pay for hours actually worked in addition to holiday pay.
- C. Holiday pay equal to an employee's regular rate of pay for the number of hours in his or her regular work day shall be paid to an employee who has been employed for a minimum of four (4) weeks, who has actually worked or is on an authorized paid leave on his or her scheduled days of work both immediately before and after the holiday and who is regularly scheduled to work on the day designated as the holiday.
- D. If a holiday falls during a week in which the employee is on vacation, vacation leave is only used for the non-holiday days.

**ARTICLE 21**  
**VACATIONS**

- A. Annual vacations with pay will be granted to regular full-time employees employed prior to January 1, 2014 as follows:

<u>Length of Continuous Service</u> (as of Anniversary Date of Hire)	<u>Vacation Time</u>
Four (4) months:	1 week
Eight (8) months:	1 additional week
One (1) year:	2 weeks
Five (5) years:	3 weeks
Ten (10) years:	4 weeks
Twenty (20) years or more:	5 weeks

Annual vacations with pay will be granted to regular full-time employees employed on or after January 1, 2014 as follows:

<u>Length of Continuous Service</u> (as of Anniversary Date of Hire)	<u>Vacation Time</u>
Four (4) months:	1 week
Eight (8) months:	1 additional week
One (1) year:	2 weeks
Five (5) years:	3 weeks
Ten (10) years or more:	4 weeks

The number of weeks of vacation for which an employee is eligible shall be determined based on the anniversary date of employment, beginning on the first day of work following the most recent date of hire, and prorated for any time lost due to interruption of seniority. Employees will receive vacation leave on their anniversary date.

The Selectboard shall have discretion to award up to three (3) weeks of vacation to new unit members (at or above Grade D) at the time of hire based on a candidate's exceptional qualifications or in extraordinary circumstances. Employees awarded three (3) weeks of vacation at hire will continue to be awarded that amount until they have ten (10) years of service with the Town.



- B. Employees who are not regular full-time employees who work at least twenty (20) hours per week shall receive vacation time on a pro-rata basis.
- C. Vacation scheduling will be at the discretion of the Town and will be based on the operational needs of the Town.
- D. Vacation time is a paid time off benefit for employees that is neither earned nor accrued but is credited on an employee's anniversary date for service during the prior year. An employee may take up to two (2) weeks of vacation leave in daily increments, and any other vacation must be taken in one week increments. All vacation time must be taken within one (1) calendar year of the date it was credited, with the exception that one (1) week of vacation may, with prior approval of the department head, be carried over into the next year.
- E. The Town shall compensate an employee for unused vacation time for which he or she is eligible upon separation from employment with the Town. In the event of the death of an employee eligible for vacation time, the Town agrees to compensate the estate of the employee in accordance with legal requirements.
- F. Vacation pay is based on the employee's regular straight-time rate for his or her regular work week, and regular hours per day.
- G. Upon an employee's request, vacation pay shall be paid on the last pay day prior to the employee's scheduled vacation, except that July vacation may not be paid in the prior fiscal year.
- H. In the discretion of the Town, a vacation once scheduled may be canceled or changed for reasons beyond the control of the employee. An employee who is hospitalized while on vacation may, in the discretion of the Town, substitute sick leave for vacation days involved.

## **ARTICLE 22**

### **LEAVES OF ABSENCE**

- A. The Town may in its sole discretion, grant an unpaid leave of absence when requested by an employee for personal or other reasons, including, but not limited to, an extended illness or injury or military leave.
- B. Employees on an unpaid leave of absence shall not continue to accumulate sick leave and vacation leave.

1. If an employee is granted an unpaid leave of absence for medical reasons, the employee is responsible for paying the employee share of his or her health, dental and life insurance for the period of the unpaid leave.
  2. If an employee is granted an unpaid leave of absence for other than medical reasons, the employee is responsible for paying the full cost of his or her health, dental and life insurance for the period of the unpaid leave.
- C. FMLA and contractual leaves will run concurrently. FMLA details are available in the Selectboard's offices.

### **ARTICLE 23**

### **PERSONAL LEAVE**

- A. Personal leave is granted on the anniversary date of hire. Regular full-time employees shall be eligible for up to 60% of the employee's work week as personal leave employment year. In the first year of employment, such personal leave shall be determined by utilizing the employee's expected regular workweek schedule in that first year. For full time employees with variable hours, subsequent accruals equal to 60% of the average weekly hours in the preceding 52 weeks shall be the measure for calculating personal leave. Personal leave may not be accumulated or carried over from year to year. Personal leave may be utilized in 1/4-hour increments.
- B. Personal leave may be used for personal business which cannot be accomplished during non-work hours, including: (1) legal matters; (2) religious events; (3) non-emergency medical/dental appointments; (4) bereavement leave in excess of that allowed under Article 24; (5) other matters in the discretion of the supervisor. Personal days may not be used to extend vacations, weekends, holiday breaks or for pleasure trips.
- C. An employee shall request the use of personal leave in writing at least three (3) work days in advance, except in the event of a legitimate, verified emergency. The request must include the reason for the request. Personal leave may be granted in the discretion of the supervisor.

- D. Personal leave for regular part-time employees shall be paid based on the employee's regular straight time rate and regular work day. Personal leave for regular part-time employees shall be paid on a pro rata basis.

## **ARTICLE 24**

### **BEREAVEMENT LEAVE**

- A. Employees shall, in the event of a death in their immediate families, as defined herein, be granted up to a maximum of five (5) days with pay, due to the absence from their regularly scheduled days of work, up to and including the day of the funeral, and also a subsequent day of interment if it should occur. For the purpose of this section, immediate family means: spouse, domestic partner, child, step child, parent, parent-in-law, brother, sister, grandparent and grandchild. An employee may be granted additional time off with pay in the discretion of the supervisor.

For purposes of this section, an employee must assert the following in order to qualify as a "domestic partner":

- He/she shares living expenses with the domestic partner;
  - The couple is responsible for the well-being of each other and any dependents;
  - Both parties are mentally capable of entering into a contract; and
  - Neither party has a domestic partnership with another party.
- B. An employee shall be granted one (1) day off with pay in the event of the death of any other relative.
- C. The Town may request that an employee claiming the foregoing shall provide reasonable proof of death.

## **ARTICLE 25**

### **JURY AND COURT LEAVE**

- A. Court Leave

An employee who is subpoenaed or permitted by the Town to appear in court on behalf of the Town will receive court leave for hours that the employee is scheduled to work and be paid the difference between the employee's regular wages and the compensation received from the court provided:

- (1) the employee notifies his or her supervisor that he or she has been subpoenaed to appear in court within twenty-four (24) hours of receiving the subpoena;
- (2) the employee reports for work as regularly scheduled on days when the court is not in session or reports for work after the court recesses on a particular day; and
- (3) the employee furnishes evidence satisfactory to the Town that he or she appeared in court and of the amounts received by the employee as compensation for appearing in court and/or giving testimony.

B. Jury Duty

An employee who is required to report for involuntary jury duty on days that he or she is scheduled to work shall be paid their regular wages for the first three (3) days of jury duty provided:

- (1) the employee notifies his or her supervisor that he or she has received a notice to report for jury duty within twenty-four (24) hours of receiving such notice;
- (2) the employee reports for work as regularly scheduled on days when the court is not in session or reports for work after the court recesses on a particular day; and
- (3) the employee furnishes evidence satisfactory to the Town that he or she reported to court and served as a juror.

Following an employee's third continuous day of jury service, he/she shall be entitled to compensation from the Town in the amount of the difference between his/her regular pay and any compensation received from the state.

**ARTICLE 26**  
**MILITARY SERVICE OR LEAVE**

An employee shall be entitled to all rights to participate in military service or leave in accordance with state and federal law. An employee shall be paid his or her regular wages less military pay received for military duty in accordance with federal and state law.

**ARTICLE 27**  
**SICK LEAVE**

A. Sick leave with pay shall be provided only for regular full-time and eligible part-time employees who have completed three months of service. A regular part-time employee who works at least twenty (20) hours in a regular work week shall be eligible for sick leave on a pro rata basis.

B. Sick leave with pay will be granted to such employees as follows:

Employees shall earn one fifth of their normal weekly hours for each five (5) weeks worked until his or her anniversary date, at which time, and annually thereafter will be credited with sick leave equal to four (4) times their normal weekly hours, not to exceed twenty-eight (28) weeks including the current year's amount.

- C. 1. Sick leave is intended to be used by employees only in the event of bona fide personal illness or injury prohibiting work and not covered by Workers Compensation, except as otherwise provided in this Paragraph.
2. As part of their annual sick leave, an employee may be granted paid sick leave, up to the equivalent of his/her average hours worked during a period of two weeks, to be used in the event of a serious illness or injury to an immediate family member, as defined in Article 24, after the employee has made a reasonable effort to find another care provider. The Town may, at its discretion, require a physician's statement attending to the necessity for the employee's absence from the workplace to care for the family member.
3. Sick leave may be requested for non-emergency medical/dental appointments and will not be unreasonably denied, provided that the employee is to make reasonable efforts to schedule these appointments on off-duty time or, if necessary, at the beginning or end of the work day so as to have the least impact on the Town's work.
4. Where the Town has reason to believe that sick leave is being abused, they may require the submission of satisfactory medical evidence from a qualified health care professional. Failure of a member to present

such medical evidence within seven (7) working days after such request has been made by the supervisor, may, at the discretion of the Town, result in the absence being treated as absence without pay and disciplinary action.

5. Sick leave may be used in no less than  $\frac{1}{4}$ -hour increments.
  6. Employees shall be allowed to use up to ten (10) days, but not to exceed 80 hours, of accumulated sick leave for the purpose of attending to child care needs in the home within the first month after the birth or adoption of his/her child.
- D. In the event the number of hours designated for care of a child or family member are not used during an anniversary year, such sick leave days shall be counted toward the maximum hours of sick leave entitlement.
  - E. A certificate from the employee's physician may be required for absences due to illness or injury in excess of three (3) consecutive work days. A physician's certificate may also be required if the employee has used one-half ( $\frac{1}{2}$ ) or more of his or her annual sick leave within a twelve (12) month period, or in the discretion of the Town, the return of the employee to work may present a health or safety danger to that employee, other employees or other individuals.
  - F. To receive sick leave pay, an employee must notify his or her supervisor before the beginning of his or her scheduled work day. In order to remain on sick leave status, it shall be the responsibility of the employee to notify the town of the anticipated length of absence and any change of his or her status.
  - G. Sick leave days for regular full-time employees shall be paid based on the employee's regular straight time wage. Sick leave days for regular part-time employees who work at least twenty (20) hours in a regular work week shall be paid on a pro rata basis.
  - H. Upon an approved retirement under the Town retirement plan, the Town will buy back up to twenty-five percent (25%) of an employee's unused sick leave, at the regular straight time rate where applicable. The amount of the buy back shall not exceed Three-Thousand Five-Hundred Dollars (\$3,500.00).

- I. An employee may access sick leave equal to 40% of the employees normal work week in hours to augment his/her Workers Compensation earnings in accordance with M.G.L. 152, Section 69.
- J. Sick Leave “Bank” – the Town and the Union agree to establish a sick leave donation policy as follows:
  - 1. It is the intent of this policy to provide sick leave to a recipient on a continuous leave basis and not to be available for intermittent days off for an employee who is on the work schedule.
  - 2. Whenever a non-probationary employee in the bargaining unit has exhausted all of his/her accumulated and unused paid leave time and remains on a Town-authorized unpaid medical leave due to serious health problems not covered by Workers Compensation, other bargaining unit employees may volunteer to give up to ten (10) days of their accumulated and available sick leave to such employee.
  - 3. No more than a total of forty five (45) sick days may be donated to an eligible recipient at one time.
  - 4. No continuing “bank” is to be established under this policy; employee donations will be limited to the amount of sick leave authorized to be donated to the recipient by the Committee duly authorized to administer this program.
  - 5. The Union will elect to appoint a Committee to administer this program, and shall notify the Town Administrator as to the names of the members of the Committee. When the Committee determines to implement a sick leave donation, it shall notify the Town Administrator as to the number of sick days to be debited to each employee who volunteered to donate, and the number of sick days to be provided to the recipient. The Town will then notify the Accountant to transfer the sick days.
  - 6. The Town shall have no responsibility for seeking volunteer donors, enforcing the provisions of the program, determining who will be a recipient and how much sick leave any recipient shall receive, and shall have no liability for such decisions made by the Committee. The Town’s only function shall be to put into effect any transfer of sick leave the Committee directs be made under this program.

**ARTICLE 28**  
**PARENTAL LEAVE**

- A. A Parental leave of absence without pay shall be granted to a regular full-time employee in accordance with Massachusetts law.
- B. Parental leave is provided only for situations relating to the birth of a child or for disabilities caused or contributed to by pregnancy, or for the adoption of a child under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) who is mentally or physically disabled. A full-time regular employee is entitled to up to eight (8) consecutive weeks of unpaid leave if the employee complies with the following conditions:
  - 1. the employee has been continuously employed by the Town for three (3) months; and
  - 2. the employee gives two (2) weeks' notice of his or her expected departure date and notice that he or she intends to return to work.
- C. Employees on leave pursuant to this Article shall continue to accumulate sick leave benefits under the same terms and conditions which apply to other temporary medical disabilities. The Town will continue to pay its share of the health insurance premiums as provided by law.
- D. Parental leave of up to twelve (12) week per year is available to all employees who qualify therefor under the Family and Medical Leave Act.

**ARTICLE 29**  
**HEALTH INSURANCE**

- A. Eligible employees may choose to participate in the Town's health insurance plan. The Town in its sole discretion shall select the health insurance plan to be provided.
- B. The contribution towards health insurance premiums shall be an 80% contribution rate for the Town and a 20% contribution rate for employees.
- C. The Town shall establish and maintain an Insurance Advisory Committee pursuant to General Laws Chapter 32B, and may implement changes in the



Hospital/Medical/Life insurance plans after complying with the provisions of the law for Committee consultation; provided, however, that the Union shall have the right to appoint a representative of its selection as a member of the Committee.

### **ARTICLE 30** **PENSION**

The retirement system and pension plan provided under M.G.L. Chapter 32 shall continue to be applicable to employees covered by this Agreement in accordance therewith. The Town shall furnish each employee with booklets or any other information available to it setting forth the rights and benefits under the plan.

### **ARTICLE 31** **DEFERRED COMPENSATION**

The Town agrees to continue the Deferred Compensation Plan presently in effect.

### **ARTICLE 32** **WORKERS COMPENSATION**

- A. The Town shall provide insurance coverage for all eligible employees for compensation loss in the event of a work-related injury or illness.
- B. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Town, the employee, before going off duty and before starting his next shift, shall make out an accident report in writing on forms furnished by the Town and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with the above provisions may result in disciplinary action being taken against the employee.

## ***MISCELLANEOUS***

### **ARTICLE 33** **MISCELLANEOUS**

- A. Within thirty (30) days of any change in rates or classifications or of the hire of a new employee, the Town shall notify the Union.

- B. Employees are required to notify the Town in writing of any change in address or telephone number where he or she can be reached as soon as practicable. The mailing of a notice to the address furnished to the Town by an employee, as provided in this Paragraph, shall be deemed to be in compliance by the Town with any provision of this Agreement which requires notice to an employee.
- C. The Union shall keep the Town advised of the names and titles of all Union officials and representatives representing employees.
- D. With the exception of annual step raises, an employee who is not regularly scheduled to work at least twenty (20) hours per week is not entitled to the fringe benefits set forth in this Agreement, until such employee has completed three (3) years of continuous employment, at which time all benefits shall be pro-rated. For pro-rated benefits the normal workweek shall be calculated as a total hours worked (including leave time but excluding overtime) in the previous 52 weeks divided by 52 as is the practice of the Town.
- E. For new employees, the first accruals of sick, vacation and personal time shall be based on the expected regular workweek schedule of the employee.
- F. If an employee's hours change, the following rules apply with respect to benefits:
  - a. When an employee working less than 20 hours per week increases their normal weekly hours to more than 20 hours per week before reaching their third anniversary, s/he receives pro-rated personal time (based on new hours) immediately and begins accruing sick and vacation time from the date of the increase in hours. The original date of hire remains the anniversary date for subsequent accruals of sick leave and vacation time.
  - b. When a part-time employee already receiving benefits increases their weekly hours, any unused personal time will be prorated using the new weekly hours. On the first anniversary date after the increase in hours, sick and vacation time will be calculated based on actual regular hours worked in the preceding 52 weeks.
  - c. An employee who decreases their hours will retain their accrued sick leave and vacation hours, and any unused personal time will be prorated using the new weekly hours. On the first anniversary date after the reduction in hours,

sick and vacation time will be calculated based on actual regular hours worked in the preceding 52 weeks.

- G. An employee may submit a written request to the Town Administrator to review his or her personnel record. The review shall take place in the office where such personnel records are kept during regular business hours. An employee may obtain a copy of his or her personnel record upon submission of a written request to the Town Administrator. The employee shall be required to pay for the cost of such copies.

If there is a disagreement with any information contained in an employee's personnel record, the removal or correction of such information may be mutually agreed upon by the Town Administrator and the employee. If a mutual agreement is not reached, the employee may submit a written statement explaining his or her position for inclusion in his or her personnel record. The written statement will be contained in the employee's personnel record and become a part of it. The statement shall be included whenever the original information is sent to a third party as long as the original information is retained as part of the personnel record.

- H. Union representatives shall be permitted to have access to the premises of the Town for the purpose of discussing official Union business, including grievances, provided that there is no interruption or disruption of operations or security. The Union shall notify the Town Administrator at least one (1) day prior to said visit.
- I. The Town shall permit the Union to review the current job description grades and salaries of employees. The Union shall have the right to present the Selectboard with comparative or other data in support of reasonable classification upgrade requests.
- J. In the event the Town determines to introduce and utilize computerized systems in the performance of jobs within this bargaining unit, it shall provide the Union with one (1) month notice of said introduction. In the event an employee is required to participate in a training program to qualify for continued employment, the Town agrees to institute a training program for affected employees who desire to receive said training in order to become qualified to accept employment in the resultant computerized positions.

- K. Up to three (3) shop stewards may request one (1) unpaid day of leave to attend annual Union Steward Training. Such requests shall be made in writing at least six (6) weeks in advance, and shall not be unreasonably denied, subject to the operational needs of the Town.
- L. In the event the DPW employees receive an increase in the "beeper pay," the change will be implemented for any covered bargaining unit employee and the Union will be notified of said changes.
- M. All DPW employees shall be required to wear uniform clothing whenever working for the Town. The Town will secure a uniform rental program with which the employees agree to cooperate. Half the cost of the program will be paid by the Town and the remaining half will be borne equally by the employees, by payroll deduction. The uniform service shall require an employee payment of two dollars (\$2.00) per week. If the Town is unable to secure an adequate uniform service for a total cost of four dollars (\$4.00) per employee per week, the Town may decide not to implement a uniform service during the contract term. The Town shall increase the number of uniforms provided by the Town for the mechanics from seven (7) to eleven (11). Upon termination or lengthy interruption of employment, employees shall return all items of clothing and equipment in clean and good condition. The cost of the items not returned shall be deducted from the employee's pay.
- N. The Town shall, through its supervisors, have the right to assign employees in Town Hall to perform work within the Town Hall in the same or lower job classification plan grades without respect to job titles, where deemed necessary by the Town due to work loads and/or staffing needs, for reasonable amounts of time.
- O. The Town agrees that the Town's inclement weather policy will apply to NAGE unit members.
- P. Town may contract out the work of NAGE members in the Water Pollution Control Facility in the event that the Town chooses to privatize the operation, provided notice of the change and an opportunity to bargain the impact pursuant to M.G.L. 150E is provided.

**ARTICLE 34**  
**SUBSTANCE ABUSE POLICY**

The Town and the Union agree to the same terms and conditions of the Drug and Alcohol Policy as negotiated between the Town and the UE. This policy will be attached hereto and incorporated herein as Appendix C.

**ARTICLE 35**  
**SEVERABILITY**

It is understood and agreed that in the event any provision or provisions of this Agreement are found to be in conflict with any applicable present or future governmental law, decisions, interpretation, order or regulation during the period this Agreement is in effect, this Agreement shall then be automatically revised to comply with such governmental law, decision, interpretation, order or regulation. In the event that such revision becomes necessary, a meeting of the management and Union shall be held as soon as practicable thereafter to discuss such revision, in order that both parties may understand the same without prejudice to the rights of either party. The remainder of this Agreement and the application thereof shall not be affected by such revision.

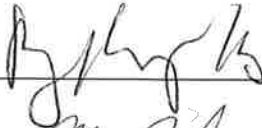

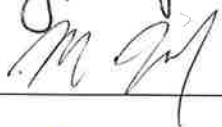


**ARTICLE 36**  
**DURATION**

The provisions of this Agreement shall take effect on July 1, 2022 and shall continue in full force and effect until and including June 30, 2025. If negotiations for a successor agreement are not completed prior to the expiration date, all terms and conditions of this Agreement shall continue in force and effect until the date of execution of a successor agreement.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed on its behalf by the undersigned members of its Selectboard, all duly authorized, and the Union has caused this Agreement to be executed in its behalf by its officers and representatives, each duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**THE TOWN OF MONTAGUE:**

**NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES:**

By <u></u>	By <u></u>
By <u></u>	By <u></u>
By <u></u>	By _____

## APPENDIX A

### WAGE SCHEDULES

#### July 1, 2022 (3% Plus Step Movement)

FY23 NAGE and Non-Union Wage Scale

New Step	1	2	3	4	5	6	7	8	9	10
Old Step	1	2	3	4	5	6	7	8	9	10
A	15.95	16.34	16.78	17.16	17.60	18.00	18.40	18.78	19.15	19.63
B	18.81	19.27	19.75	20.25	20.75	21.29	21.69	22.15	22.58	23.14
C	20.24	20.73	21.27	21.77	22.35	22.88	23.36	23.81	24.29	24.90
D	22.05	22.60	23.16	23.74	24.35	24.96	25.45	25.97	26.47	27.13
E	23.80	24.41	25.01	25.64	26.28	26.93	27.47	28.03	28.58	29.29
F	60,263	61,767	63,312	64,895	66,518	67,847	69,206	70,589	72,000	73,800
G	64,035	65,637	67,277	68,957	70,683	72,097	73,538	75,009	76,510	78,423

#### July 1, 2023 (2.5% Plus Step Movement)

FY24 NAGE and Non-Union Wage Scale

Grade	Step	1	2	3	4	5	6	7	8	9	10
A	16.35	16.75	17.20	17.59	18.04	18.45	18.86	19.25	19.63	20.12	
B	19.28	19.75	20.24	20.76	21.27	21.82	22.23	22.70	23.14	23.72	
C	20.75	21.25	21.80	22.31	22.91	23.45	23.94	24.41	24.90	25.52	
D	22.60	23.17	23.74	24.33	24.96	25.58	26.09	26.62	27.13	27.81	
E	24.40	25.02	25.64	26.28	26.94	27.60	28.16	28.73	29.29	30.02	
F	61,770	63,311	64,895	66,517	68,181	69,543	70,936	72,354	73,800	75,645	
G	65,636	67,278	68,959	70,681	72,450	73,899	75,376	76,884	78,423	80,384	

## July 1, 2024 (2.5% Plus Step Movement)

FY25 NAGE and Non-Union Wage Scale

Grade	Steps									
	1	2	3	4	5	6	7	8	9	10
A	16.76	17.17	17.63	18.03	18.49	18.91	19.33	19.73	20.12	20.62
B	19.76	20.24	20.75	21.28	21.80	22.37	22.79	23.27	23.72	24.31
C	21.27	21.78	22.35	22.87	23.48	24.04	24.54	25.02	25.52	26.16
D	23.17	23.75	24.33	24.94	25.58	26.22	26.74	27.29	27.81	28.51
E	25.01	25.65	26.28	26.94	27.61	28.29	28.86	29.45	30.02	30.77
F	63,314	64,894	66,517	68,180	69,886	71,282	72,709	74,163	75,645	77,536
G	67,277	68,960	70,683	72,448	74,261	75,746	77,260	78,806	80,384	82,394



## APPENDIX B

### JOBS AND CLASSIFICATIONS

<u>Job Title</u>	<u>Grade</u>	<u>Hourly/Salary</u>	<u>FLSA Exempt</u>
Library Assistant	A	H	No
Administrative Assistant	B	H	No
Assessors	B	H	No
Building Department	B	H	No
Board of Health	B	H	No
Planning & Conservation	B	H	No
Parks & Recreation	B	H	No
Selectboard	B	H	No
Assessing Technician	B	H	No
Financial Assistant	B	H	No
Dispatcher in Training	B	H	No
Dispatcher	D	H	No
Animal Control Officer	B	H	No
Library Technician	B	H	No
Children's Library Assistant	B	H	No
Assistant Town Clerk	D	H	No
Assistant Treasurer	D	H	No
Assistant Planner	D	H	No
CWF Lab Manager	D	H	No
DPW Shop Foreman	E	H	No
Office Manager	E	H	No
Health Agent/Sanitarian	E	H	No
Children's Librarian	E	H	No
Dispatch Manager/Office Manager	E	H	No
DPW Working Foreman	F	H	No
CWF Foreman	F	H	No
Director of Council on Aging	F	S	Yes
Director of Parks & Recreation	G	S	Yes
Director of Assessing	G	S	Yes
Building Inspector	G	S	Yes
Planner/Conservation Agent	G	S	Yes

Unit A includes all positions except those in Unit B.

Unit B includes the positions of Director of Council on Aging, Director of Parks and Recreation, Director of Assessing, Building Inspector, and Planner/Conservation Agent.



## **APPENDIX C**

### **DRUG AND ALCOHOL POLICY**

The purpose of this program is to establish the fact that the Town of Montague and its employees have the right to expect a drug free environment in the work place. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of employees with a problem of alcoholism or drug dependency.

Except in the case of applicants for employment in the bargaining unit, no drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing of employees shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. Immediate alcohol testing shall be permitted based upon the reasonable suspicion standard herein provided.

The Town shall provide a suspected employee and the Union with a written report evidencing reasonable suspicion within a reasonable time in advance of a proposed drug test.

The employee may initiate a review of the directive to submit a test sample or undergo a health test. The directive shall be reviewed by a Committee of three (3), comprised of one Union designee, one Town designee, and a health professional agreed on by the other two members of the Committee.

The Committee will review evidence brought against the suspected employee, and only after a majority of members of the Committee vote to uphold the evidence shall testing be required or the results of testing be released. If the Committee is not able to meet and/or decide within three (3) calendar days of a drug test directive being given to the employee, the employee will undergo the test and the test results will be sealed by the testing laboratory pending Committee action.

The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and Union officials with a compelling need for this information.

The directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance abuse.

Objective facts that shall be used in evaluating an employee's condition include but are not limited to:

1. Balance: sure/unsure/questionable
2. Walking: steady/unsteady/questionable
3. Speech: clear/slurred/questionable
4. Attitude: cooperative/uncooperative/questionable
5. Eyes: clear/bloodshot/questionable
6. Odor of Alcohol: none/strong/questionable

It is required that the observations of these objective facts by any supervisory witnesses be documented, along with any explanations by the employee concerning his/her condition.

Reasonable suspicion shall be based on information as to observations and objective facts and the rational inference(s) which may be drawn from this data.

The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of official or supervisory inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all-inclusive examples of such circumstances:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents, or involved in a dangerous situation reasonably suggesting the employee was not acting with his/her usual care.
3. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

Alcohol testing shall be performed without prior Committee review based upon reasonable suspicion as hereinbefore provided.

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require testing shall be final and binding and not subject to the Grievance and Arbitration procedure. The test sample taken from the employee shall be secured by the physician, the Nurse Practitioner or a Testing Laboratory designated by mutual agreement of the Town and the Union. Failure to provide the test sample as directed will result in disciplinary action.

Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting drug usage. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this article that an employee who is found to test positive on the drug screening shall be treated within the employer/employee relationship. It is incumbent upon the employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal include a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

It is agreed that the Parties will make every effort to protect privacy and confidentiality.

## **APPENDIX D**

### **DEFINITIONS**

- Department:** Defined as having a separate accounting department number and an individual budget.
- Classification:** Job Grade Classification.
- Position:** Job Title.
- Unit:** Two units in the Union: Supervisory and Non-Supervisory.
- Hourly:** Hourly employees are generally employees in grades A-E. Employees in grades F-J who work 40 hours per week OR less than 35 hours per week and who are not otherwise salaried-exempt employees, will be paid on an hourly basis calculated by dividing the annual salary by the days in the fiscal year and then dividing that amount by 7 (for employees working less than 35 hours per week) or 8 (for employees working a 40 hour week).
- Bargaining Unit:** The National Association of Government Employees.
- Anniversary Date:** The calendar date that is the first day of work for the current job classification, adjusted for any loss of seniority except that, in the case of benefits eligibility, the "Anniversary Date" shall mean the calendar date that is the first day of work of the employee as a Town employee, adjusted for any loss of seniority or any break in service.

## APPENDIX E

### DISPATCHERS

Dispatchers shall, to the extent consistent with their variant schedules, be covered by the terms of the agreement, as modified in the following respects:

#### Article 18 – Hours:

- A. 1. Police Dispatchers will work a 4 + 2 schedule (four days of work followed by two (2) days off). Their work day will be eight (8) hours per day and their pay will be averaged to thirty seven and sixty nine hundredths hours (37.69) per week.
2. The Communication Supervisor/ Office Administrator will work a forty (40) hour schedule, eight (8) hours per day, Monday through Friday.

#### Article 18 – Overtime subsection 6(b) to read:

It is understood that in an emergency the Town Hall shall have the right to take exceptional action in order to provide dispatch services; otherwise the following shall apply:

Whenever a shift cannot be filled due to the absence of a dispatcher who is requesting a vacation or personal day, the dispatcher requesting the day off will have to report for work if the request was made **within** seven (7) calendar days of the shift.

Whenever a shift cannot be filled which is the result of a request made **over** seven (7) calendar days in advance or a sick day, family sick day, bereavement day or a personal day that is a bona fide emergency, the shift will be filled in the following manner:

1. A list will be maintained of all dispatchers and per diem dispatchers. All overtime shifts (defined as: shifts taken off by full time dispatchers, as a sick day, vacation day, etc.) will be offered to full time dispatchers with the day off first. If they decline, the shift will go back to all other full-time dispatchers and then to the

per diems. If the shift cannot be filled then it will result in a force. (See below).

If there is more than one OT shift open on the same day, the dispatchers with the day off will get first choice of 1 shift. If the second shift is turned down by all other full time dispatchers than the shift will be offered to the dispatcher who is already working the other OT shift.

2. When an absence occurs on a shift that cannot be filled, the dispatcher currently on duty will be forced to cover the first four (4) hours of the unfilled shift. The next scheduled dispatcher will be forced to report for their shift four (4) hours early to cover the rest of the unfilled shift. The force will only take place after the shift has been offered to all full time, and per diem dispatchers.

(Dispatch Manager may take a full shift before a force occurs)

1. When a dispatcher requests time off last minute, the dispatcher on shift at the time will fill the shift following the rules indicated above in Article 18 #1.
  2. The dispatcher filling the shift will call the home / cell phone of each dispatcher and MUST leave a message.
3. All "**OPEN**" shifts (which are all currently 11-7 shifts) on the Dispatch Worksheet will be filled with per diem dispatchers first. If all per diems decline the shift, then the shift will be offered first to full time dispatchers with the day off in order of seniority (2 spots). If they decline then the shift is offered to all other full time dispatchers. If the shift cannot be filled it will result in a force.
    1. We will not allow days off if it will result in a force on the following Holidays: New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve, and Christmas Day. All other Holidays are subject to a force, if the Dispatcher taking the time off has submitted the request 14 days prior.
    2. We will NEVER cause a force if the scheduled dispatcher is seeking to use time owed.



4. When a dispatcher is forced to work a shift because the shift could not be filled, they will be compensated for the force. Full-time dispatchers will be paid at double time for the hours worked during the force.
5. A dispatcher cannot be required to work without the Chief's permission if:
  - (a) He/she is already on an overtime shift or a day off; or
  - (b) It will require him/her to work more than sixteen (16) consecutive hours.
  - (c) No dispatcher shall work an overtime shift on a day that they attended a training class if it will put them over sixteen hours.
  - (d) Call-In Pay – see page 19, Article 18C.

#### Article 20 (Holidays)

##### Section B:

In the event that a dispatcher actually works on a holiday other than Thanksgiving or Christmas, he or she shall be paid at a rate of one and one-half (1½) his or her regular rate of pay for hours actually worked in addition to holiday pay. In the event that a dispatcher actually works on Thanksgiving or Christmas, he or she shall be paid at a rate of two (2) times his or her regular rate of pay for hours actually worked in addition to holiday pay.

#### Article 25 – Jury Duty:

- (a) Federal Law states your employer is required to allow you to be away from work for Jury Duty, for as long as the court requires you to be there. They cannot prohibit employees from taking off for jury duty, for example: Night shift employees are excused from shift work during and for the night before the first day of jury.

An employee shall not be required to work beyond midnight on a day preceding his or her first day of juror service nor shall the employee be required to work a night shift during his or her term of jury service.

If an employee is excused from jury service prior the end of his or her shift, the employee must return to work. An employee working the night shift who is excused from juror service or completes juror service prior to 4:00 p.m. on a day in which he or she is scheduled to work the night shift is required to report to work for that shift.

Work Rules:

1. Dispatchers with the days off have first choice on all work on their days off.
2. Choice of work is made according to seniority.
3. Full shifts are to be filled first, if a shift is not selected, no other work will be offered to that dispatcher.
4. Full shifts may be split only after all dispatchers (with or without the day off) have passed on the full shift (includes Dispatch Manager). Per diems will be called for full shifts if the split would end up in a force for anyone.
5. Anyone refusing work goes to the bottom of the list, which includes dispatchers without the day off. This is to prevent someone from refusing one shift to get another one within the same day.
6. Anyone signing off a shift after they have taken a shift, unless they are ill or it is an emergency may face disciplinary action. The Chief of Police will judge each case.
7. Dispatchers are to review the worksheet and sign their names in pencil for any jobs they are interested in. The Dispatch Manager will then confirm that the proper procedure regarding seniority bidding rights have been followed before awarding the job.
8. The Chief of Police will settle all conflicts which should be presented before the shift is worked.
9. When a shift comes in to be worked that day, the first available dispatcher who can be contacted and accepts will get the job. All personnel starting with the dispatchers who have the day off will be called, then down the line according to seniority, and then per diems will be contacted.

10. If the dispatchers with the day off have refused a shift and another shift comes in, it will be offered to the other dispatchers without the day off first.
11. All dispatchers will keep the department apprised of relevant phone numbers so they can be reached for filling shifts or emergencies. If a dispatcher receives a message to call in, they will do so ASAP or face possible discipline.
12. Dispatchers may swap shifts with the permission of the Dispatch Manager.
13. Dispatchers may not work extra shifts while on vacation or personal days unless they have the permission of the Chief of Police.
14. Only one dispatcher at a time OFF on vacation or personal days, unless the shifts can be filled without forcing anyone (there may be exceptions to this rule made by Dispatch Manager).
15. Vacation days must be applied for at least 14 days in advance to the days requested. Personal days must be applied for at least 7 days in advance unless it is an emergency. Vacation and Personal days that are applied for with less notice than stated above will be granted if possible but may be denied if he shift is unable to be filled. If it is a personal day and a bonafide emergency the day will be allowed regardless.